

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	PUBLIC WORKS & HIGHWAY COMMITTEE
DATE AND TIME:	<u>WEDNESDAY, May 5th, 2021</u> ***6:00 P.M.***
LOCATION:	Germantown Village Hall Board Room

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #182 122 7647 Password: M4FwbZB25Nu which can be accessed by phone at 408-418-9388 or by logging on

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mb797bb8f87769cecc7089ef56304af96>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.

- II. **ROLL CALL:** Chairman Kaminski, Trustees Hudson, Miller, and Neureuther

- III. **APPROVAL OF MINUTES:** April 13, 2021

- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.

- V. **NEW BUSINESS:**
 - A. Introduce Engineering Dept. Civil Engineer
 - B. Dump Body Purchase – Highway Dept.
 - C. Grant Funding – Fluoride Equipment
 - D. Recycling Center Material Processing – Blanket Purchase Order
 - E. Manhole Repair Supplies - Ferguson Water Works – Blanket Purchase Order
 - F. Collection System Repair/Supplies - Core and Main – Blanket Purchase Order
 - G. Internal/External Seals - Adapter Inc. – Blanket Purchase Order
 - H. Developer Agreement – Heritage Park North
 - I. Developer Agreement – Capstone
 - J. Germantown Gateway Corporate Park – Release of Developer Agreement
 - K. MS4 Annual Report
 - L. Award of Contract – EMC Sign
 - M. Railroad Crossing – Freistadt Road - Discussion

- VI. **PROJECTS UPDATE:**

VII. **NEXT MEETING DATE:** Set June, 2021 Meeting Date and Time

VIII. **ANNOUNCEMENTS:**

IX. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

*** Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

April 13, 2021

Virtual WebEx & Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 6:00 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Hudson, Miller and Zabel. Also present were Dir. Ratayczak, and Secretary Wick.

APPROVAL OF MINUTES: **MOTION made by Miller, seconded by Zabel to approve the Minutes of March 2, 2021. Motion carried unanimously.**

PUBLIC COMMENT: None

SANITARY SEWER SERVICE – PHEASANT LANE – DISC./DIRECTION: Per the Committee's direction at the March 2021 Committee meeting, staff had sent a letter and survey to all parcels on Pheasant Lane to determine if any wanted municipal sewer. Twelve residents were notified with 11 responses voting "NO".

MOTION made by Zabel, seconded by Hudson to place the installation of sanitary sewer in Pheasant Lane on hold until such time a majority of residents' request the installation of sanitary sewer.

Motion carried unanimously.

FIREMEN'S PARK ELECTRICAL UPGRADES: Park & Rec Director Schroeder requested permission to contract for the electrical upgrade services for Firemen's Park. As part of the 2019 Phase I project, electrical outlets were installed in nine poles and a portion of the bollards near the future shelter. During an event in 2020 it was determined the electrical service was insufficient to meet the needs of the vendors. Staff discussed options to upgrade the system and determined it would be most cost effective to work with the future Phase 2 (shelter building) electrical subcontractor. Dir. Schroeder presented the proposal from Wil-surge Electric to complete the electrical upgrades. The Public Works staff agreed, if needed, the relocation of one of the light poles for the finished circle drive could be done in house as well as demoing the existing service panel. In speaking with the architect on the project, it was felt the cost of this work was well within range and reasonable and therefore no other quotes were solicited.

MOTION made by Zabel, seconded by Miller authorizing staff to contract Wil-Surge Electric to complete the electrical upgrades for Firemen's Park in an amount not to exceed \$14,861.00. Funds to be allocated from Acct. #40-552-570-8310.

Trustee Miller questioned whether the vendors were paying for the electrical usage as part of their permit. Dir. Schroeder stated the Park's electrical deficiency was found during a Kiwanis event last year. The vendors had paid their fees directly to the Kiwanis. When Music at the Pavilion resumes this summer, those vendors who pay a small permit fee are self-contained food trucks and may not need to use the Park's electric. Trustee Zabel suggested staff read the electric meter before and after an event and determine how much electricity is being used and adjust the permit fees accordingly.

Motion carried unanimously.

MEQUON ROAD – STREET LIGHTING – UPDATE: Hwy. Supt. Anderson re-capped the suggestion to have the Plan Commission review the proposed street lighting for Mequon Road from Division Road east to Pilgrim Road. The Plan Commission at their April 12th meeting had recommended the Option #3 lamp fixture which was provided in the backup presented under this topic. Pole options were also presented showing a visual on how the fixture would look on the pole with the Plan Commission recommending a black texture pole color. Further discussion at the Plan Commission included light reflection on Mequon Road and adjoining sidewalks. As there was concern about the light intensity by the property owners on the south side of Mequon Road, the Plan Commission stated the maximum illumination range was to be no greater than 4000 kw.

As the lights are manufactured, they can be set up in different photometric patterns. The illumination will be white and modern allowing for better visibility. Also discussed was pole height. Reducing the height of the pole would increase the number of poles needed. The current Budget would not allow for this additional cost. Staff intended on re-using the current foundations as much as possible for the new pole installation. The poles will be at the same height with a decorative base. Supt. Anderson will solicit bids for equipment and labor and return to the Committee with costs.

EAB ASH TREE TREATMENT - 2021: Supt. Anderson solicited and received bids ranging from \$9,424.80 to \$15,529.50 for the annual EAB Ash tree treatments. Each tree selected is treated on a bi-annual basis as recommended. This year's treatment will include 151 ash trees in various locations throughout the Village.

MOTION made by Miller, seconded by Zabel authorizing staff to contract Crawford Tree & Landscape for the treatment of Emerald Ash Bore on approximately 151 Village trees for an amount not to exceed \$9,424.80.00. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

HIGHWAY DEPARTMENT TRAILER PURCHASE: Supt. Anderson solicited and received bids ranging from \$9,980 to \$10,900 for the purchase of a new tilt deck trailer for the Highways, Parks, Bldg., and Grounds Departments.

MOTION made by Miller, seconded by Zabel authorizing staff to purchase a tilt deck trailer from Miller-Bradford & Risberg in an amount not to exceed \$9,980.00. Funds to be allocated from Acct. #10-542-570-8100.

Motion carried unanimously.

WDOT SALT BID FOR 2021-2022:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the Village's commitment of approximately 2,500 ton of road salt for the 2021-2022 season as part of the WDOT Salt Bid process.

Motion carried unanimously.

ACCEPTANCE OF IMPROVEMENTS – NORTHEAST INTERCEPTOR:

MOTION made by Zabel, seconded by Miller to accept the Northeast Interceptor improvements made by Minger Construction and begin the one year warranty period.

Motion carried unanimously.

METER INSTALLATION UPDATE - INFORMATIONAL: Supt. Haugen updated the Committee on the Meter Installation Program. After the last meter read for the 1st quarter of 2021 it was found the failure rate or total unread meters were at 700+. The unread meters must be manually entered into the billing system as an estimated read which is very time consuming. The current system to read the meters is approximately 25 years old and uses a floppy disc technology and a virtual server. Batteries inside the old meters are coming to the end of their service life and shutting down preventing the signal from being read. Supt. Haugen stated he would investigate drafting a request for proposal for a mass installation of meters with contract labor and report his findings back to the Committee. There would be a reduced cost savings if there was a mass meter purchase. The meter replacement program started in 2012. All industrial and commercial meters have been replaced. The maximum amount of meter installs per year are 300 to 500. There are still an additional 3,000 + meters to replace.

CONSIDERATION OF INVOICE – MESA – WELL #11 REHAB: Supt. Haugen reported the Well #11 rehab started in 2020. Cathodic protection was originally installed at the first failure in 2015. It was recommended at that time to bid extra protection from the stray current issue by installing a cathode protection system.

MOTION made by Zabel, seconded by Miller authorizing payment of the MESA invoice in the amount of \$7,524.41 for the wiring materials used in the cathodic protection system for Well #11. Funds to be allocated from Acct. #50-722-530-6300.

Motion carried unanimously.

CONSIDERATION OF INVOICE – CTW – WELL #4: CTW was requested to investigate, provide, and implement an emergency plan for the repair of the pipe column failure at Well #4.

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to authorize payment of the CTW invoice for \$105,607.50 for the complete removal and reinstallation of the pipe column, pump, and chemical treatment at Well #4. Funds allocated from Acct. #50-722-530-6330.

Motion carried unanimously.

CONSIDERATION OF INVOICE – WATER QUALITY INVESTIGATIONS – WELL #4: Water Quality Investigations had been hired to contribute a scientific explanation, follow up treatment and monitoring protocols for the pipe column failure at Well #4.

MOTION made by Zabel, seconded by Miller authorizing payment of the Water Quality Investigations invoice for \$8,154.96 for the scientific explanation, follow -up treatment and monitoring protocols for the Well #4 pipe column failure. Funds to be allocated from Acct. #50-722-530-6330.

Motion carried unanimously.

SANITARY UTILITY EASEMENT AGREEMENT – WRENWOOD SUBDIVISION:

Dir. Ratayczak reported the Village's sanitary sewer which is part of the Northeast Interceptor Sewer goes through the Wrenwood Subdivision. Staff had requested a written, recorded easement from Neumann Development for the purpose of the Village's Wastewater Utility having access to the public sanitary sewer within the easement.

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to authorize approval of the Sanitary Utility Easement Agreement for the Wrenwood Subdivision.

Motion carried unanimously.

HOLY HILL ROAD – LRIP PROJECT – FINAL ACCEPTANCE: Dir. Ratayczak reported this project was bid separately from the 2020 Road Improvement Program. Holy Hill Road was pulverized and paved under the Local Roads Improvement Program. The application for reimbursement of the LRIP Grant Funds (approx. \$58,000) could not be submitted until the Holy Hill Road project was completed and closed out.

MOTION made by Miller, seconded by Hudson to accept the Holy Hill Road (LRIP) resurfacing project.

Motion carried unanimously.

2021 ROAD IMPROVEMENTS PROJECT – BID RESULTS: Dir. Ratayczak handed out an updated summary of the 2021 Road Improvement bids. As part of the bid process, staff requested a base bid, and bids on three alternative roads in the event there were additional funds available. Dir. Ratayczak reported escrowed funds were available from the Harvest Hills and Woodland Ponds Estates subdivision developers which could be used for the Elm Lane road improvements.

MOTION made by Zabel, seconded by Hudson to forward to the Village Board with a positive recommendation to award to the 2021 Road Improvement Projects to include Alternates #2 & #3 to Payne & Dolan Inc. in the amount of \$1,814,039.70. Any remaining funding available, Alt #1 (Donges Bay Road between Wasaukee Road and Washington Drive) shall be completed.

Motion carried unanimously.

STORM WATER PONDS - PUBLIC/PRIVATE OWNERSHIP: Dir. Ratayczak provided a visual overview and reported the Engineering Dept. has identified all privately owned and maintained and publicly owned and maintained storm water ponds within the Village of Germantown. Currently there are a total of 135 ponds in which 18 ponds are Village owned. Staff continues with research on which ponds have maintenance agreements with pond ownership and are working on sending letters to these owners to perform an inspection and any necessary work to restore the pond to its approved design specifications. Staff had requested a proposal from Graef for the inspection of the Village owned ponds from which a maintenance program would be developed.

SAFETY SCREENING ANALYSIS – 30 INTERSECTIONS – APPROVAL:

Dir. Ratayczak reported the Engineering Dept. received the final report completed by TADI for the Safety Screening Analysis of 30 intersections within the Village. The report identified 4 intersections that had the possibility of receiving a Highway Safety Improvement Program Grant for modifications. Engineering staff requested the review and opinion of the Traffic Engineers at Graef who recommended the Village apply for a HSIP Grant for the intersection of Maple Road & Lannon Road due to the turning movements. At Graef's recommendation, staff contacted TADI to request a proposal to submit a Grant application since TADI had submitted many applications and had a high success rate. HSIP Funding is usually 90% of costs paid by the State and 10% paid by the Village.

MOTION made by Zabel, seconded by Miller to approve the submittal of a HSIP Grant Application for the intersection of Maple Road and Lannon Road to be completed by TADI (Traffic and Analysis Design Inc.) in the amount of \$14,947.00.

Motion carried unanimously.

GOLDENDALE ROAD-PHASE 2 WATERMAIN – FINAL ACCEPTANCE:

MOTION made by Zabel, seconded by Hudson to approve the public watermain improvements on Goldendale Road – Phase 2.

Motion carried unanimously.

GOLDENDALE ROAD-PHASE 2 SANITARY SEWER – FINAL ACCEPTANCE:

MOTION made by Miller, seconded by Zabel to approve the public sanitary sewer improvements on Goldendale Road – Phase 2.

Motion carried unanimously.

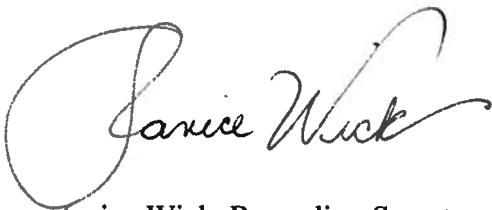
PROJECTS UPDATE: Dir. Ratayczak provided the Committee with a list of Village projects with associated updates and answered questions.

ANNOUNCEMENTS: Dir. Ratayczak reported the Engineering Department's Land Surveyor Bob Beilfuss has given notice that he will be leaving employment on Friday, April 16th.

Chm. Kaminski thanked Trustee Zabel for his service on the Public Works Committee. This was his last meeting and will be missed.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held Wednesday, May 5, 2021 at 6:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at: 7:08 p.m.

A handwritten signature in black ink, appearing to read "Janice Wick". The signature is fluid and cursive, with a large loop at the beginning.

Janice Wick, Recording Secretary

**BUSINESS OF THE PUBLIC WORKS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Wednesday May 5th, 2021

AGENDA ITEM: New Business

ITEM TITLE: F450 Dump Body Assembly

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

The Ford F450 ambulance, recently retired by the Fire Department was given to the Highway Department to repurpose. Funds were added to the 2021 Highway Department non-borrowed capital budget to purchase a dump body and the associated parts to convert the ambulance to a 1 ½-ton single axle dump truck. The truck chassis is from 2017 and currently has 59,000 miles on it. Once repurposed, it should continue to serve the Village for nearly a decade or more. The de-conversion of the ambulance will be completed by Village staff and the bare chassis will be sent to Casper's Truck Equipment. Casper's will then install the newly purchased equipment to finalize the project. The necessary equipment and labor included is listed below. The newly repurposed vehicle should make it into the fleet before the end of 2021.

Staff has not recommended the lowest bidder, but the product that will best suit the needs of the Village and provide the best longevity based on how it is constructed. Due to the volatility of construction products and materials, staff is requesting use of the entire budgeted amount as a contingency; staff recommendation without contingency does still fall under the budgeted amount of \$20,000.00.

Badger Truck Equipment: \$17,275.00

Casper's Truck Equipment: \$19,552.00

Brake & Equipment: \$22,865.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Staff recommends contracting with Casper's Truck & Equipment in an amount not to exceed \$20,000.00. If approved, funding shall be allocated from Highway non-borrowed capital account: 10-542-570-8100.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Grant Funding - Fluoride Equipment

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Germantown Water Utility was contact by DHS State of WI (Department of Health Services) several months ago inquiring our intertest to participate in a Fluoride Grant Program to aid utilities for the purchase, replacement, and upgrade of fluoride equipment. We want to participate in this Grant Program and the Grant total we are being awarded is \$49,276.00. Our total Grant request was \$52,790.00. (See attached)

Invoices must be dated no later than June 30th, 2021 to qualify for the Grant money.

ATTACHMENT: X ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

The Water Utility is requesting to purchase chemical analyzing equipment and programing costs under the DHS Grant Program not to exceed \$49,276.

The costs will be charged to account #50-732-530-6510 and will be refunded by the State when we turn in the invoices.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

WI Division of Public Health

**Oral Health Program
Work Plan**

Agency Name: Germantown Water Utility

Contract Period: July 1, 2020 to June 30, 2021

Oral Health Program Contract Administrator:

Name: Robbyn Kuester

Email: robbyn.kuester@wisconsin.gov

Phone: 608-212-6851

**WI Division of Public Health
Oral Health Program
Work Plan**

Objective #1: By June 30, 2021, **Germantown Water Utility** will purchase and prepare for the installation of fluoride analyzers at each well house.

Objective Outcome: Consistently provide optimal fluoridation levels of 0.7 mg/L to the residents of Germantown.

Activities

1.1

Consult with DNR to ensure plan review is not required for this modification to the system

1.2

Purchase fluoridation equipment that was approved in this grant

1.3

Install and program fluoride analyzers

1.4

Submit CARS expense report for reimbursement of expenses

1.5

Germantown Water Utility, PO box 307 N112W17001 Mequon Rd. Germantown WI, 53033
Paul Haugen, Water Superintendent, Office-262-253-8264, phaugen@village.germantown.wi.us

To: DHS of WI

From: Paul Haugen, Germantown Water Utility Superintendent
Fluoride Equipment Fund Request

4/16/2021

- Name of community: **Village of Germantown Water**
- Name of Public water system **Germantown Water Utility PWS#26701059**
- County where PWS is located: **Washington.**
- Number residents served by the PWS: **21,000.**
- Name of regional DNR water engineer: **Petwara Toyingtrakoon**
- Natural fluoride content: **.48 mg/L**
- Brief statement that includes:
 - Reason/need for new or replacement equipment or how it will help improve daily operations-**We value the importance of fluoridation monitoring and currently our one Hach fluoride monitor is broken at a point of not repairable and we manually monitor by daily and weekend sampling. We know that by improving our monitoring efficiency in the system and at each well site we can better deliver fluoride service to our customers. Once our new analyzers are installed at each well house, we can get a monitored value as the fluoride leaves each well. We can then better track and we can be more efficient with our fluoride injection. We will also be able to stop our need for weekend sampling.**
 - Indicate if DNR plan review is needed and if necessary, the plan for obtaining written approval: **DNR review is not required per our DNR rep. see attached email.**
 - Anticipated timeline for purchase and install of equipment: **2021.**
 - Who will install the equipment (in house, contractor, etc.): **In house staff.**
 - Include a sentence indicating that you are able to spend the funds and install the equipment before June 30, 2021: **We are at the ready and able to purchase our new analyzers.**
- Equipment requested (type of equipment, manufacture, model, cost, and any other relevant details) **Metrinet Multi-parameter monitor by Analytical Technology, Inc. See attached for quote and Spec sheet.**
- Total amount requested: **(6) Total analyzers, (2) fluoride nodes for two existing Metrinet analyzers. We will also incur programing costs for each analyzer at roughly \$1,000.00 per each total would be \$6,000.00.**
- Total project cost:
 - (6) complete analyzers \$7,115.00ea: \$42,690.00**
 - (2) Fluoride nodes \$1,050.00ea: \$4,100.00**
 - Programing estimated costs \$6,000.00.**
 - TOTAL PROJECT COST: \$52,790.00**
- Name and address of where payment should be sent-**Germantown Water Utility, PO box 307 N112W17001 Mequon Rd. Germantown WI, 53033**
- Name, phone and email address of the primary contact for this application: **Paul Haugen, Water Superintendent, Office-262-253-8264, phaugen@village.germantown.wi.us**

Wisconsin Oral Health Program - July 1, 2019 to June 30, 2020

Agency: Village of Germantown - Germantown Water Utility PWS#26701059					
BUDGET DESCRIPTION					AMOUNT
A. Personnel Services					
Title/position & Incumbent's Name (if available)	Annual Salary	FTE	Salary for Contract	Fringe Benefit Amount for Contract	
A. Personnel Services TOTAL					
B. Contractual, Contract Staff, & Consultant Costs					
B. Contractual, Contract Staff, & Consultant Costs TOTAL					
C. Program Supplies					
1. Office Supplies (paper, pens, etc.) Itemizations					
C-1 Office Supplies SUB TOTAL					

2. Printing & Photocopying Itemizations		
<i>C-2 Printing & Photocopying SUB TOTAL</i>		
3. Oral Health Supplies (disposables, amalgam, anesthetic, etc.) Itemizations		
<i>C-3 Oral Health Supplies SUB TOTAL</i>		
4. Equipment Itemizations		
Metrinet Multi-parameter monitor by Analytical Technology - complete analyzers qty 5 @ \$7115 each	\$	42,690
Fluoride nodes qty 2	\$	4,100
<i>C-4 Electronic Equipment SUB TOTAL</i>		
C. Program Supplies TOTAL		\$ 46,790
D. Agency Operations		
1. Rent Itemizations		
<i>D-1 Rent SUB TOTAL</i>		
2. Communication Itemizations		
Telephone charges/bills		
Internet charges/bills		
<i>D-2 Communications SUB TOTAL</i>		

3. Travel Itemizations	
Transportation	
Mileage	
Hotel	
Food	
<i>D-3 Travel SUB TOTAL</i>	
5. Equipment Fees, Maintenance, & Repairs (software license fees, etc.) Itemizations	
Fluoride analyzer programing costs	\$ 2,486
<i>D-5 Equipment Fees, Maintenance, & Repairs SUB TOTAL</i>	\$ 2,486
6. Miscellaneous & Other Itemizations	
<i>D-6 Miscellaneous & Other SUB TOTAL</i>	
D. Agency Operations TOTAL	
TOTAL COSTS	\$ 49,276

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: Authorization for a Blanket Purchase Order for the Recycling Center for Material Processing

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking a blanket purchase order for Enercon for material processing for the Recycling Center for 2021, in the amount not to exceed \$30,000. This amount will cover 8.25 days of wood material processing at the Center.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve the Blanket P.O. to Enercon for the amount not to exceed \$30,000.00. And to forward the same recommendation onto the Village Board for approval. Funds to be allocated from Recycling Budget line item 10-546-570-7960.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: Blanket Purchase Order Authorization – Ferguson Waterworks

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials to include Neenah R-1661 castings, lids, and pavement adjusting rings, Cretex Pro Ring PPE adjusting rings, Gun grade butyl sealant, and M-1 polymer construction adhesive. Materials will be utilized for the 2021 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Ferguson Waterworks for the amount not to exceed \$25,000.00 for the purchase of miscellaneous manhole repair materials and forward this request onto the Village Board with a positive recommendation. Money to be distributed from 60-830-530-8313 Collection System maintenance.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: Blanket Purchase Order Authorization – Core and Main

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials. Rings will be utilized for the 2021 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Core and Main for the amount not to exceed \$16,000.00 for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials and forward this request onto the Village Board with a positive recommendation. Money will be distributed from 60-830-530-8313 Collection System maintenance.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: Blanket Purchase Order Authorization – Adaptor, Inc.

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals and extensions as required. Adaptor, Inc. is the manufacturer of the seals and gives the Village distributor pricing because we are a legacy customer. Seals will be utilized for the 2021 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Adaptor, Inc. for the amount not to exceed \$20,000 for the purchase of chimney seals and forward this request onto the Village Board with a positive recommendation. Money to be distributed from 60-830-530-8313 Collection System maintenance.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: REVISED Development Agreement for Heritage Park North Subdivision, NEW DEVELOPER

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Staff is presenting the REVISED Developers Agreement for the proposed Heritage Park North Subdivision for approval by the Public Works and Highway Committee. This Development Agreement has been approved by the PWHC and VB when the Developer was "Barnes" but was never executed by the Developer of the Village. The new Developer is "Home Path Financial".

The Development would be located on the northeast corner of Division Road and Revere Lane. The public improvements addressed in the DA are sanitary sewer, water main, storm sewer, walkway on Division Road and urban streets.

The revisions are very moderate and include allowance to build two (2) model homes prior to acceptance of Final Plat approval, changes to the land description due to the addition of four parcels to be owned by the new developer, (these were included in the overall development previously approved but were owned privately), requirement of cluster mailboxes and revisions to the record drawing requirements.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for Heritage Park North Subdivision as submitted and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

[Type here]

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **Village of Germantown**, a municipal corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Home Path Financial LP, hereinafter referred to as "Developer".

WHEREAS, the Developer has certain lands within the Village under ownership or contract to develop, said lands being more specifically described in Exhibit A (the "Property"),

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown on lands described in Exhibit A which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Development includes a lot owned by Bittersweet Trail, LLC (Herb Gross) which is independent of the certain lands under ownership or contract by Heritage Park Development Corp. and which lands shall, by being incorporated in this agreement, abide by ALL requirements of this Development Agreement. Said lot shall be converted to four lots with a certified survey map (CSM) and are not part of the Final Plat for Heritage Park North; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary and/or that Developer execute a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water main, sanitary sewer, storm sewer, landscaping, lighting, and roadway facilities in public right-of-way and storm water management facilities in a dedicated easement on the subject Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec. 18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Subdivision. Developer shall, as part of this requirement, install lateral stubs to the 4 proposed lots owned by Bittersweet Trial, LLC.

Developer shall design and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, Wisconsin Department of Natural Resources Standards, Sec. 18.08(7) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 5.0 "Sanitary Sewer System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee. The Wastewater Utility may televise the sewer, create a punch list of defects, and perform one follow-up televised inspection at no expense to Developer. Additional follow-up televised inspections shall occur at Developer expense.

Sanitary sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village sanitary sewer shall be inspected and approved by the Highway Superintendent prior to acceptance

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by the Public Works & Highway Committee. Lateral ends shall be marked with green painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with publicly owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Subdivision. Developer shall, as part of this requirement, install lateral stubs to the 4 proposed lots owned by Bittersweet Trial, LLC.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. and the Wisconsin Department of Natural Resources with water main extension forms prepared by Developer and submitted to the Department of Natural Resources. All water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee.

Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with blue painted maple heart boards 2" x 4". A minimum of 67 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone, cable and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Subdivision. All such services shall be located underground in accordance with applicable codes. Design and installation shall conform to Sec. 18.08(11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Private utility permits shall be applied for and secured from the Village Building Inspection Dept.

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1.05 GRADING AND SURFACING OF PUBLIC STREETS. All Development streets shall be graded and surfaced in accordance with Sections 18.08(2), (3) and (5) of the Municipal Code and shall be located and be of the dimensions as depicted on the site Development Plan. The Development's internal roads shall have an urban cross section for vehicular access to all lots within the Subdivision. The final layer of street surfacing shall be installed within 30 days of the issuance of an occupancy permit for the 80 % of the lots within the Subdivision except as may be directed by the Village Engineer. Disturbed edges of existing asphalt created by connecting to existing Village or County streets shall be saw-cut full road width prior to resurfacing.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, concrete curb and gutter, traffic signs and street signs that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the Municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.06 CURB AND GUTTER. Developer shall construct, at a minimum, concrete curb and gutter in accordance with Sec. 18.08(4) of the municipal Code within the Development at the locations depicted on the approved Site Development Plan.

1.07 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install an entrance intersection connecting the Subdivision's internal roads to Division Road, including acceleration/deceleration lanes and By-Pass turn Lane. Developer shall install a paved sidewalk/path along Division Road from the intersection of Tanglewood Drive north to the existing paved sidewalk/path along Division Road.

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Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All improvements to streets abutting the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

Developer shall remain responsible for maintenance of all monument signs and boulevard islands.

1.08 SIDEWALK/PATHWAY. Developer shall install an asphalt walking path which will vary in width from 4 feet to 6 feet from the existing end of a 6-foot asphalt path south to Tanglewood Drive. The sidewalk/path is to be a public improvement located in the existing road right-of-way. Developer shall be responsible for all costs for design and installation of the sidewalk/pathway.

1.09 STREET SIGNS & MARKINGS. A street sign marking plan shall be submitted by Developer as required in Section 2.03 for review and approval by the Village Engineer. Developer shall pay to the Village Treasurer the cost of all materials and installation of street signs by the Village, pursuant to Section 18.08(13) of the Municipal Code. Street signs to include at a minimum stop signs, street name signs, pedestrian walk sign and traffic directional signs. Markings at a minimum shall include stop bars and any other miscellaneous markings as required for public safety.

1.10 EROSION CONTROL. Developer shall install and maintain erosion and sediment control devices within the Subdivision and for all related work abutting the Subdivision.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and

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submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources construction site storm water permit forms shall be prepared by Developer and submitted to the Department of Natural Resources. An erosion control permit shall be applied for and secured from the Village Building Inspection Dept.

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of tracking, the Developer will reimburse the Village for performing street sweeping services within 30 days of invoice. In event Developer defaults payment, the Village may charge the Developer's escrow account or draw from the Developer's letter-of-credit to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

Developer shall remove and dispose of all erosion and sediment control devices after landscaping and after 85% successful vegetative cover has been achieved to the satisfaction of the Village Engineer.

1.11 POST-CONSTRUCTION STORMWATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. Developer shall install publicly owned storm sewer to adequately drain publicly owned roadways within the Subdivision and shall install publicly owned roadway ditches and storm sewer abutting the Subdivision. Developer shall install privately owned storm sewer, ditches, and swales to adequately drain privately owned lands within the Subdivision. Developer shall install and maintain privately owned wet detention ponds and a dry pond to control storm water runoff peak flows and volumes in conformance with MMSD requirements and to control storm water runoff water quality in conformance with Wisconsin DNR requirements prior to discharge from the Subdivision. The privately-owned storm sewers, ditches, swales, wet detention ponds, and dry pond shall be situated in privately owned easements.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all post-construction storm water management and storm water drainage facilities before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

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Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District storm water management forms shall be prepared by Developer and provided to the Village Engineer.

Developer shall prepare, submit to the Village Engineer for review, and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

1.12 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding, trees and other vegetation, of all publicly owned rights of way and privately-owned common areas within and abutting the Subdivision. Developer shall also provide temporary landscaping of privately-owned lots to establish and maintain vegetative cover.

Developer shall design and submit to the Village Zoning Administrator for approval all proposed plans, specifications and contract documents for all landscaping before authorization for construction will be given. Design and installation shall conform to Sec. 17.085 and 17.43(5) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Zoning Administrator and by all applicable governmental agencies. Implicit in this provision is the right of the Village Zoning Administrator and Building Inspector to require document revisions and modifications in the best interests of the Village.

A minimum of 4" of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the site not covered by impervious roofs and/or pavements. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Services Dept. personnel prior to issuing an occupancy permit.

1.13 STREET TREES. Developer shall install street trees in roadway terraces of the Subdivision in a quantity equal or greater than one tree per 50 linear feet as generally depicted in a landscape plan for said street trees and all other common areas and/or outlots within which landscaping will be installed approved by the Village Forester and Community Development Director as required as a condition of preliminary plat approval. The Developer shall install all

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street trees required herein prior to or concurrent with the installation of all other public improvements. JEFF/SCOTT ANY CHANGES IN THIS SECTION?

Developer shall design and submit to the Village Forester for approval all proposed plans, specifications and contract documents for all street trees before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(14) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Forester and by all applicable governmental agencies. Implicit in this provision is the right of the Village Forester to require document revisions and modifications in the best interests of the Village. The Developer shall warranty all street trees, including trees replaced under this warranty, for a period of two (2) growing seasons as required under Sec 18.08(14) of the Municipal Code”.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All street trees related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.14 STREET LIGHTS AND YARD LIGHTS. 1) Developer shall be required to provide street lights in accordance with Section 18.08(12) of the Municipal Code. Said streetlights shall be of an approved design and furnished and installed by Developer within the Development and all costs for the furnishing and installation of such streetlights shall be borne by Developer. Streetlights shall be LED. Lights and Installation to be completed by We-energies.

2) Electric yard lights for each lot in the Development shall be required as provided in Section 18.08(12) of the Municipal Code. Such lights shall be of uniform design throughout the Development to meet industry standards for minimum illumination levels and they shall be installed as part of the original building construction. Provisions for the maintenance of the electric lights shall be included in the deed restrictions recorded by Developer, subject to prior review and approval by the Village Attorney.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for streetlights and to the Zoning Administrator for approval of proposed plans, specifications and contract documents for yard lights before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(12) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All streetlights related to the Subdivision that will be transferred to the Village shall be contained in Village right-of-way and shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

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1.15 Cluster Mailboxes: The Developer shall install cluster mailbox site(s) at a location(s) determined by the Developer. Sites shall not interfere with winter snowplow operations. Cluster Mailbox locations shall be included on final plans.

1.156 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec. 18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec. 18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Developer agrees that no work shall be scheduled for the improvements without the Village Engineer's written approval of the starting date and schedule.

A pre-construction meeting shall be scheduled between Developer, the Contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, sidewalks, water main, sanitary sewer, storm sewer, and all other improvements required under this Agreement are installed, inspected by the Village Water Utility, Wastewater Utility, and/or Highway Dept., approved by the Village Engineer, the Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee.

An exception will be allowed for the Developer to receive a maximum of two (2) building permits for the purpose of constructing two (2) model homes prior to the approval of the Final Plat. Occupancy Permits will not be issued for the model homes until such time that all requirements for occupancy as stated above are satisfied and the Final Plat is recorded.

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2.03 **REQUIRED PLANS.** Developer shall submit to the Village Engineer for approval all of the plans, profiles and specifications required by Sec. 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

- (1) Grading plans, including interim and final, include cluster mail box site locations;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, curb-and-gutter, Division Road entrance intersection, and Division Road sidewalk/path extension from the intersection of Tanglewood Drive north to the existing paved sidewalk/path along Division Road.
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.

In addition, Developer shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require document revisions and modifications in the best interests of the Village.

2.04 **EXISTING FLORA.** Developer shall, in accordance with Sec. 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainage-ways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development Plan. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 **RECORD DRAWING DOCUMENTS.** Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and PDF. Final record-drawings shall be submitted on non-fading, Copy Tough media and digital ly using the latest version of AutoCAD and PDF. Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum

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of 1927 (NAD 27). All utility improvements installed by Developer that will be turned over to the Village will be marked by Home Path Financial when active hotline tickets are received by the Village from Diggers Hotline. These facilities will not be located by the Village until assets (record drawings) are loaded into the Villages GIS system for access to include all asbuilt plan and profiles. At that time, the Village will take over locating responsibilities. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Any water main installation shall not be accepted until two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Water Utility, Wastewater Utility, Highway Dept., and Engineering Dept., and a punch-list of corrections (if needed) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works & Highway Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works & Highway Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable

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against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

Water: (\$832.00/Res. Unit)
Parks: (\$736.00/Res. Unit)
Fire: (\$171.00/Res. Unit)
Police: (\$148.00/Res. Unit)
Library: (\$281.00/Res. Unit)
Sewer Connection Fee: (\$4,469.00/Res. Unit)

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of individual lot Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec. 18.10(3) of the Municipal Code. The fee shall be calculated as follows:

- (1) 2.25% of the first \$250,000 of construction costs; plus
- (2) 1.75% of the next \$250,000 of construction costs; plus
- (3) 1.25% of construction costs which exceed \$500,000; plus
- (4) A minimum \$5,000 Developer's Agreement fee pursuant to Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(4), 18.10(7), and 18.10(8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party engineering consultant, and shall also be reimbursed for services rendered by the Village Attorney. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Developer will be billed for third-party engineering consultants by presenting their invoices.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

4.06 PREPAYMENT OF CERTAIN FEES. Developer, and/or a lot owner in the case

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of impact fees, shall pay the fees specified in Paragraphs 4.02, 4.03 and 4.05, as itemized in Exhibit B, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this project in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (certified check, provide an irrevocable letter of credit, or a Performance Bond at the option of the developer) which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit B attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%).

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The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. All deposits or Letters of Credit given hereunder are security devices only which in no manner limit the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the property described in Exhibit A attached hereto. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

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ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION: Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property as more specifically detailed in the terms of this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant,

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contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Section 7.04 ("Claim"), as soon as reasonably practicable thereafter:

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

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ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village for the Developer, are conditioned upon the fact that the Developer's use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

9.03 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the Development.

9.04 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

9.05 AMENDMENTS. This Agreement may be amended or modified only by an instrument

[Type here]

in writing executed by all of the parties to this Agreement.

9.06 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Heritage Park Development Corp.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Heritage Park Development Corp.

9.08 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.10 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.11 COVENANTS AND DEED RESTRICTIONS. All proposed covenants and deed restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) ELEVATIONS. A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (2) YARD LIGHTS. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.
- (3) LANDSCAPING. A requirement that each individual lot owner is responsible for installing the minimum landscaping required under § 17.43(5) of the Municipal Code.
- (4) OWNER RESPONSIBILITY. A requirement that a Homeowner's Association is created comprised of all lot owners for purposes of

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assuming the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches, and swales required under Section 1.08 above, and, other privately owned improvements including the monument entrance sign(s) and commonly owned outlots and open spaces.

- (5) **VILLAGE REMEDIES.** The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.
- (6) **ENVIRONMENTAL.** A requirement that the wetland, contained within Outlot #1, depicted on the subdivision plat is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.

9.12 **SEVERABILITY.** If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

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ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2021 which shall be the effective date of this Agreement.

[SIGNATURE PAGES FOLLOW]

[Type here]

HOME PATH FINANCIAL, LP

By: _____
Jefferey Kleiner, President

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally, came before me this ____ day of _____, 2021, the above-named, Jefferey Kleiner, to me known to be the person who executed the foregoing instrument and to me known to be such President of HOME PATH FINANCIAL, LP, and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

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"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____
___Deanna Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____COUNTY)

Personally, came before me this ____ day of _____, 2021, the above-named, Dean M. Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

By _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by:
Lawrence W. Ratayczak, P.E., Director of Public Works

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Revised: April 28, 2021

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. $\frac{1}{4}$, NW. $\frac{1}{4}$, SE. $\frac{1}{4}$ AND SW. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

AND

INCLUDING PARCELS NO. 32, 33, 34 AND 35 OF CERTIFIED SURVEY MAP NO _____, BEING PART OF THE NE. $\frac{1}{4}$ NW. $\frac{1}{4}$, SE. $\frac{1}{4}$ AND THE SW. $\frac{1}{4}$ OF THE NW. $\frac{1}{4}$ OF SECTION 34, T. 9N, R.20E, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

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EXHIBIT B

PLAT

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EXHIBIT C

LABOR & EQUIPMENT RATES

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EXHIBIT D

FINANCIALS

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement for CAPSTONE 41

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed CAPSTONE 41 Development for approval by the Public Works and Highway Committee. The Development would be located on the Southside of Holy Hill Road (across from the Briggs & Stratton Facility). The public improvements addressed in the DA are sanitary sewer and roadway.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for CAPSTONE 41 Development and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

CAPSTONE 41
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and CQ WI2021, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 3 of Certified Survey Map No. 6506, which is a total of 52,4697 acres, recorded in the Office of the Register of Deeds for Washington County, Wisconsin on April 29, 2013, in Volume 49, Page 238 as Document No. 1335168, being part of the Northeast ¼ and Southeast ¼ of the Northeast ¼ and Part of the Northeast ¼ and Southwest ¼ of the Northwest ¼, all in Section 18, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a site plan for three (3) buildings on the parcel; Building #1 is 202,455 sq. ft; Building #2 is 290,580 sq. ft. & Building #3 is 293,536 sq. ft., building #1 will be an industrial (warehouse/office/distribution) or light manufacturing facility with buildings #2 & #3 use to be determined at a future date; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct and install sanitary collection system in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct a Public Roadway in a dedicated Right-of-Way (or dedicated easement) on the Property, and the Village will require that such plans and designs be approved and permitted, and

WHEREAS, it will be necessary for the Developer to set aside a strip of land 20 feet in width, along the south property line for the use of a future multimodal pathway, and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved the Approved plans for all water supply facilities, including an extension of 16" water main for a distance of approximately _____ lineal feet to the west property corner on Holy Hill Road and three (3) 12 inch water laterals, connected to the existing 16 inch water main on Holy Hill Road, to service each of the proposed buildings and authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

A pre-construction meeting is required prior to the start of installation of water main (at least 48 hours prior to start of construction). Pre-construction meeting to be organized by developer.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend public sanitary sewer for approximately 1,400 lineal feet, including 7 manholes, within a utility easement beginning at the existing sanitary sewer located at the east property line to the proposed building #1. Sampling manholes at each building are to be private and the lateral to the building is private. The proposed sanitary sewer shall connect to the existing sanitary sewer located in easement adjacent to the east property line of the development. The connection shall be made by installing a manhole over the existing 18-inch sanitary sewer. Developer has designed and submitted, and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all

applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Wastewater Utility and shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 GRADING AND SURFACING OF PUBLIC STREETS. The Development street shall be graded and surfaced in accordance with Sections 18.08(2), (3) and (5) of the Municipal Code and shall be located and be of the dimensions as depicted on the site Development Plan. The street shall be located in a Right-of-Way.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications for all grading, street surfacing, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, concrete curb and gutter, traffic signs and street signs that are to be transferred to the Village shall be contained in Village Right-of-Way.

Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code. Topsoil may be stored on site at a location approved by the Village Engineer or as indicated on approved plans.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All grading, street surfacing and traffic signs and street signs related to the Development that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

Maintenance of the Public Street shall be the sole responsibility of the Developer and shall include but not limited to the following: 1) follow a recommended pavement maintenance program to include pavement seal coat and crack filling, 2) repair of failed pavement and 3) snow plowing. Maintenance Program to be approved by the Village Engineer.

1.06 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.43 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.
- (2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for each building phase and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.
- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.07 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the “Development” discharge into one (1) proposed storm drainage Pond located at the southeast corner of the Property. The proposed Pond will remain under the ownership of the Developer or an affiliate of Developer. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Pond will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 “Storm Water Management Requirements” and Sec. 4.0 “Storm Water Conveyance System Requirements” and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the “SWMP”). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

- (1) Developer shall install all storm water management facilities as shown on the SWMP.
- (2) The proposed Pond shall be certified to verify that the Pond was constructed to meet the requirements of the SWMP.
- (3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.
 - (a) The Developer or its affiliates successors or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.08 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted _____, 2021.

1.09 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (stop, speed limit, etc????)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development. Developer shall designate by easement an area along the southern property line for the future construction of a multimodal Path to be constructed by others.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineers written approval of the starting date and schedule.

The pre-construction meeting between Developer, the Contractors and the Village must take place prior to the start of construction activities. Developer to organize the pre-construction meeting. Prior to such meeting, Developer shall notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole

- (7) Sanitary Sampling Manhole Record Drawings
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings
- (10) Landscaping

In addition, Developer has submitted, and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, Copy Tough media. Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure

test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

- | | |
|-----------------------------------|---------------------------------|
| (1) Water: | \$ 832.00/REC |
| (2) Fire Protection: | \$ 0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost |
| (4) Sanitary Sewer Connection: | \$ 4,469.00/REC |

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement

review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

- 2.25% of the first \$250,000 of construction costs
- 1.75% of the next \$250,000 of construction costs, and
- 1.25% of construction costs which exceed \$500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System (GIS) data incurred by the Village in connection with this project.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the Development prior to the issuance of a building permit for said phase of the Development on the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized three (3) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the

Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The development is comprised one Public Road with the remaining to be internal private roadways. Developer shall be responsible for all future maintenance of the Public Road as outlined in Section 1.05.

5.06 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that the Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the subject site.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer has obtained a construction loan from _____ (the "Bank") in the principal amount of \$_____ to assure the faithful performance and funding of Developer's obligations under this Agreement as itemized in Exhibit A attached hereto and incorporated herein by reference, as well as the construction of the Development. The Bank is requiring construction disbursing through _____, and independent inspections prior to each draw and retainage of 10%. Developer or _____ shall provide the Village all documentation requested by _____ or the Bank prior to any disbursement relating to public improvements for the Development. The Village is hereby authorized to contact directly _____ or the Bank from time to time regarding the sufficiency of the financial guaranty and to submit a draw request to _____ to fund any third-party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans.

6.02 Intentionally deleted.

6.03 Intentionally deleted.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by

the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.

- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with the platting/subdivision of the Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
- (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed.
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Goldendale Road Germantown, LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village. The Village expressly consent to affiliates of Developer developing future phases of the Development.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2021 which shall be the effective date of this Agreement.

DEVELOPER:

CAPSTONE 41

By: CQ WI 2021, LLC

By: Capstone Development Company, its Manager

By: _____
Michael Faber, Principal

STATE OF WISCONSIN)
) SS
COUNTY)

Personally, came before me this _____ day of _____, 2021, the above-named, Michael Faber, Principal of Capstone Development Company, as Manager of CQ WI 2021, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Principal of said company and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2021, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

EXHIBIT “A” (financial & fee’s)



EXHIBIT “B” (labor & equipment rates)

CONFIDENTIAL

EXHIBIT "C" (CSM)

CONFIDENTIAL

EXHIBIT “D”
Approved Plans and Specifications

DRAFT

**PARTIAL RELEASE AND MODIFICATION OF
DEVELOPMENT AGREEMENT OBLIGATIONS**

After Recording return to:

Sandra J. DeLisle
Zilber Ltd. – Legal Dept.
710 N. Plankinton Ave., #1200
Milwaukee, Wisconsin 53203

GTNV074982; GTNV073986;
GTNV073987; GTNV073988;
GTNV073989

Parcel Identification Number

PARTIAL RELEASE AND MODIFICATION OF DEVELOPMENT AGREEMENT OBLIGATIONS

THIS PARTIAL RELEASE AND MODIFICATION OF DEVELOPMENT AGREEMENT OBLIGATIONS ("Release") is made as of April ____, 2021, by and between the Village of Germantown, a Wisconsin municipal corporation of the State of Wisconsin, ("Village"); and ZPG Development, LLC a Wisconsin limited liability company ("Developer") and Zilber Ltd., a Delaware corporation ("Guarantor").

RECITALS:

WHEREAS, Village and Developer (collectively, the "Parties") entered into that certain Development Agreement dated as of August 6, 2018, (the "Development Agreement"), for which a Memorandum of Development Agreement was recorded with the Register of Deeds for Washington County ("Register of Deeds") on August 15, 2018, as Document No. 1457454, which document gives record notice of the Development Agreement and encumbers the land described on **Exhibit A** attached hereto and all improvements located and to be located thereon (collectively, the "Property");

WHEREAS, the Property is also subject to the terms and conditions of Tax Incremental District No. 8, created by the Village effective as of January 1, 2018. ("TID");

WHEREAS, the Guarantor executed that certain Completion Guaranty dated as of August 6, 2018 ("Guaranty Agreement"), for the benefit of the Village, to guarantee completion of certain Developer obligations as specifically set forth in the Guaranty Agreement and the Development Agreement;

WHEREAS, the Parties desire to memorialize that as of the date hereof the Developer has satisfied certain terms and conditions of the Development Agreement, and that with respect to those terms and conditions which have been, or are hereby deemed, satisfied (hereinafter, the "Completed Work"), the Developer and the Property shall hereby be released from any further obligation to perform or satisfy the Completed Work;

WHEREAS, further, the Parties also desire to memorialize that the Guaranty Agreement by way of Section 1.9 therein, is terminated by its terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined in this Release shall have the meaning given to such terms in the Development Agreement or the Guaranty Agreement.

2. **Release.** As of the date of this Release, the terms and conditions set forth in the Development Agreement and specifically referenced in this Section 2, are hereby deemed satisfied, and the Developer, its successors, assigns, guarantors and related entities, and the Property, are hereby released from any further obligation therefore except that to the extent that

any provision is also a requirement under the Village of Germantown Municipal Code (e.g., Article V is released however any new buildings on the Property would be required to pay Impact Fees under the Code):

- (a) Article I – Developer Obligations.
- (b) Article III – Construction
- (c) Article IV – Dedication and Acceptance
- (d) Article V – Payment of Fees
- (e) Article VI – Special Provisions
- (f) Article VII – Financial Guaranty, *as to Sections 7.01 through 7.04 inclusive only*
- (g) Article VIII – Guarantee and Indemnification, *as to Section 8.01 only*
- (h) Article IX – Time of Completion, *as to Section 9.01 only*
- (i) Article XI – General Provisions, *as to Section 11.05 only*.

3. Modification as to Assignment. Section 11.14 is hereby deleted. The Developer shall have the right to assign the Agreement upon written notice to the Village.

4. Guarantee Agreement. The Guaranty Agreement has been satisfied and therefore pursuant to Section 1.9, is terminated and of no further force or effect.

5. Effect of Release. Except as expressly released or modified herein, the Development Agreement shall remain as executed in full force and effect as to all other provisions not specifically made subject to this Release.

6. Counterparts. This Release may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

7. Successors and Assigns. This Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns, including any mortgagee or successor-in-interest to title of any portion of the Property.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

VILLAGE OF GERMANTOWN

By: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

DATE EXECUTED: _____

DATE: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2021, _____
and _____, _____ and _____,
_____, for the Village of Germantown, to me known to be the persons
who executed the foregoing instrument, and acknowledged the same as the act and deed of said
Village.

Notary Public, _____ County, WI

Name: _____

My commission expires: _____

ZPG DEVELOPMENT LLC
By: Towne Realty, Inc., manager

By: _____

Name: John W. Kersey

Title: Executive Vice President

DATE EXECUTED: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2021, John W. Kersey, the Executive Vice President of Towne Realty, Inc., manager of ZPG Development LLC, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of ZPG Development LLC.

Notary Public, Milwaukee County, WI

Name: _____

My commission expires: _____

ZILBER LTD.

By:_____

Name: John W. Kersey

Title: Executive Vice President

DATE EXECUTED:_____

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2021, John W. Kersey, the Executive Vice President of Zilber Ltd., to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of Zilber Ltd.

Notary Public, Milwaukee County, WI

Name:_____

My commission expires:_____

This document was drafted by:

Sandra J. DeLisle, Corporate Counsel
Zilber Ltd. – Legal Dept.
710 N. Plankinton Ave., #1200
Milwaukee, Wisconsin 53203

EXHIBIT A

Property Legal Description

Lots One (1) and Two (2) of CERTIFIED SURVEY MAP NO. 6824, being part of Lot One (1) of Certified Survey Map No. 51, all of Lot One (1) of Certified Survey Map No. 1963, all of Lot Two (2) of Certified Survey Map No. 6182, all of Lot One (1) and Lot Two (2) of Certified Survey Map No. 6660 and additional lands in the Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Seven (7) and the Northeast One-quarter (1/4), Southeast One-quarter (1/4), Southwest One-quarter (1/4) and Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Seven (7), in Township Nine (9) North, Range Twenty (20) East, in the Village of Germantown, Washington County, Wisconsin, recorded in the Office of the Register of Deeds for Washington County on August 15, 2018 in Volume 52, Pages 306 to 311 inclusive, as Document No. 1457416.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: WPDES (MS4 Annual Report)

SUBMITTED BY: Lawrence W Ratayczak, P.E.; Director of Public Works

SUMMARY EXPLANATION:

The Village's Wisconsin Pollutant Discharge Elimination System (WPDES) Municipal Separate Storm Sewer System (MS4) Permit #WI-S065404-1 and the MMSD's Chapter 13 Rule, both require the Village to submit an annual report to both the Wisconsin DNR and the MMSD. Section III.H of the Permit requires that the Village's governing body review and acknowledge that it has been appraised of the Report's contents. The Report's summary is provided to the Committee members for review.

ATTACHMENTS:

- MS4 Annual Report

RECOMMENDATION:

Recommend the Public Works and Highway Committee approve the 2020 MS4 Annual Report and to approve submittal to the Wisconsin DNR.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is deleted.

Reporting Information

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2020 MS4 Permit - Village of Germantown

County: Washington

Municipality: Germantown, Village

Permit Number: S065404

Facility Number: 31267

Reporting Year: 2020

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting \[Exit Form\]](#)
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program (*S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.*)
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory (*S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.*)
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan (*S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.*)
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)

- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Germantown, Village

Facility ID # or (FIN): 31267

Updated Information:

☐ Check to update mailing address information

Mailing Address: N112 W17001 Mequon Rd

Mailing Address 2:

City: Germantown

State: Wisconsin

Zip Code: 53022

XXXXX or XXXXX-XXXX

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

First Name: Lawrence

Last Name: Ratayczak

☒ Select to **update** current contact information

Title: Director of Public W

Mailing Address: N112W17001 Mequon Road

Mailing Address 2:

City: Germantown

State: WI

Zip Code: 53022

XXXXX or XXXXX-XXXX

Phone Number: 262-250-4725

Ext:

XXX-XXX-XXXX

Email: lratayczak@village.germantown.wi.us

Additional Contacts Information (Optional)

☒ I&E Program

☐ IDDE Program

☐ IDDE Response Procedure Manual

**Individual with responsibility for:
(Check all that apply)**

- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name: Jacob

Last Name: Fincher

Title: Executive Director

Mailing Address: 600 E. Greenfield Ave.

Mailing Address 2:

City: Milwaukee

State: WI

Zip Code: 53204 xxxxx or xxxxx-xxxx

Phone Number: 262-716-2211 Ext: xxx-xxx-xxxx

Email: fincher@swwtwater.org

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach Southeastern Wisconsin Watersheds Trust, Inc.

☒ Public Involvement and Participation Southeastern Wisconsin Watersheds Trust, Inc.

☐ Illicit Discharge Detection and Elimination

☐ Construction Site Pollutant Control

☐ Post-Construction Storm Water Management

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2020		
Project/Event Name	Respect Our Waters Website		
Delivery Mechanism	Website *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☒ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☒ Green infrastructure/low impact development ☒ Other: General Watershed & Stormwater Edu...	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2020		
Project/Event Name	Streamed & Televised Public Service Announcements		
Delivery Mechanism	Media offering *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☒ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☒ Other: General Watershed & Stormwater Edu...	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2020
-------------------------	----------

Project/Event Name	Watershed Specific Email		
Delivery Mechanism	Other *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☒ Other: General Watershed & Stormwater Edu...	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2020		
Project/Event Name	Targeted Social Media Advertisement & Post Campaigns		
Delivery Mechanism	Social media post *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☒ Other: General Watershed & Stormwater Edu...	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2020		
Project/Event Name	Photo Contest		
Delivery Mechanism	Educational activity* *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors	101 +	☒ Yes ☐ No

☒ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☒ Green infrastructure/low impact development ☐ Other: 	☐ Developers ☐ Industries ☐ Other		
---	--	--	--

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

For more information on above mechanisms and activities, please see Attachments I & II

Form 3400-224 (09/20)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2020		
Project/Event Name	Survey to develop list of prioritized education needs		
Delivery Mechanism	Other		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☒ Other: Survey	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

For more information on the above mechanisms and activities, please see Attachment III

Form 3400-224 (09/20)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? ☐ Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? ☐ Unsure
- c. From the municipality's routine screening, how many were confirmed illicit discharges? ☐ Unsure
- d. How many illicit discharge complaints did the municipality receive? ☐ Unsure
- e. From the complaints received, how many were confirmed illicit discharges? ☐ Unsure
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? ☐ Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☒ Unsure

☐ Verbal Warning

☐ Written Warning (including email)

☐ Notice of Violation

☐ Civil Penalty/ Citation

Additional Information: _____

- h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Due to Covid 19 and staffing shortages, no illicit discharges were reported or tested in 2020.

Form 3400-224 (09/20)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? ☐ Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? ☐ Unsure
- c. How many erosion control inspections did the municipality complete in the reporting year? ☒ Unsure
- d. What types of enforcement actions does the municipality have available ☒ Unsure

to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☒ Notice of Violation

☒ Civil Penalty/ Citation

☒ Stop Work Order

☒ Forfeiture of Deposit

☐ Other - Describe below

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Village road and/or utility managed projects with full time Village inspection. Perform daily inspection of erosion control measure. The exact number of inspections is unknown.

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities* have received local approval ?

☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

b. Does the municipality utilize privately owned storm water management facilities in its pollutant reduction analysis?

☒ Yes
☐ No
☐ Unsure

c. If Yes, How many privately owned storm water management facilities were inspected in the reporting year ?

☐ Unsure

Inspections completed by private land owners should be included in the reported number.

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☐ Unsure

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☒ Notice of Violation

☒ Civil Penalty/ Citation

☒ Forfeiture of Deposit

☒ Complete Maintenance

0

☒ Bill Responsible Party

0

☐ Other - Describe below

- e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Village road and/or utility managed projects with full time Village inspection. Performed daily inspection of erosion control measures. This makes the exact number of inspections unknown.

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Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities ? 21 ☐ Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year ? 0 ☐ Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? 21 ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

Trash & Debris, Rodent Holes, Insects, Poisonous Plants, Vegetation, Excessive Sediment, Structures, Damaged Liner, Erosion, Settlement, Piping.

- e. How many of these facilities required maintenance? 1 ☐ Unsure
- f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See supplemental information attached.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- g. How many municipal properties require a SWPPP? 1 ☐ Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? 1 ☐ Unsure
- i. Have amendments to the SWPPPs been made?
☐ Yes ☒ No ☐ Unsure
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

-
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See supplemental information attached.

Collection Services - Street Sweeping / Cleaning Program ☐ Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- m. If known, how many tons of material was removed? ☐ Unsure
- n. Does the municipality have a low hazard exemption for this material?
☐ Yes ☒ No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☒ Yes - Explain frequency 3x per year
☐ No - Explain _____
☐ Not Applicable

Collection Services - Catch Basin Sump Cleaning Program ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?
☐ Yes ☒ No ☐ Unsure
- q. How many catch basin sumps were cleaned in the reporting year? ☐ Unsure
- r. If known, how many tons of material was collected? ☐ Unsure
- s. Does the municipality have a low hazard exemption for this material?
☐ Yes ☒ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
☐ Yes- Explain frequency _____
☒ No - Explain Did not clean sumps in 2020
☐ Not Applicable

Collection Services - Leaf Collection Program ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No ☐ Unsure
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- w. Where are the residents directed to store the leaves for collection?
☐ Pile on terrace ☒ Pile in street ☐ Bags on terrace ☐ Unsure
☐ Other - Describe _____
- x. What is the frequency of collection?
3x per year

y. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure

z. Brief explanation on Collection Services reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

368 yards of sweepings were collected (Village measures in yards as can be both wet and dry)

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure

ab. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	0	494	1018	762	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	0	0	3800	2500	1500	0

ac. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No ☐ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ☒ Yes ☐ No ☐ Unsure

Training Date	Training Name	# Attendance
2/23/2021	Winter Maintenance Webinar	2
2/25/2021	Winter Maintenance Webinar	3

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Salting and snow removal

Internal (Staff) Education & Communication

af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? ☒ Yes ☐ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

Staff engineer attended Erosion Control seminar

When:

How many attended:

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Notification to Public Works Committee

Municipal Officials

Annual discussion around time of MS4 annual report

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Engineers, surveyors, DPW staff

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Discussion periodically at staff meetings

Form 3400-224 (09/20)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

☒ Storm water treatment facilities

☒ Storm pipes

☐ Vegetated swales

☐ Outfalls

☐ Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Storm water system map is included in the Village's GIS database.

Final Evaluation - Complete**Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	--------------------------	----------------------------	-----------------

Element: Public Education and Outreach

2020	3850	3850	<u>Other</u>
------	------	------	--------------

Element: Public Involvement and Participation

Element: Illicit Discharge Detection and Elimination

Element: Construction Site Pollutant Control

Element: Post-Construction Storm Water Management

Element: Pollution Prevention

Other (describe)

			<u>Select...</u>

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

--

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☐ Yes ☒ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[StormSewerSystem-DBupdates-StormPonds1.pdf](#)

Attach - Other Supporting Documents

AR EO

 File Attachment

[AttachmentI VillageofGermantown SweetWaterEducationOutreach Activities.docx](#)

AR IP

 File Attachment

[AttachmentIII VillageofGermantown SweetWaterPublicParticipationInvolvement.docx](#)

AR EO

 File Attachment

[AttachmentII SweetWaterEducationOutreachMetrics.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

PP BMPInsp

 File Attachment

[DPWreportsforAnnualSWPPPReport.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Germantown, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☒ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name: Lawrence W. Ratayczak, PE

Title: Director of Public Works

Authorized Signature.

☒ I accept the above terms and conditions.

Signed by : i:0#f|wamsmembership|vgermantown on 2021-03-24T08:31:53

You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

Attachment I: Public Education and Outreach Summary 2020

A. Summary:

The following document was prepared for the Village of Germantown to include in their 2020 annual MS4 eReport. It includes a summary of activities conducted to engage in effective public education as mandated by Wisconsin's administrative code - NR216. If you have any questions or would like more information, please contact Jake Fincher, Executive Director of Southeastern Wisconsin Watersheds Trust, Inc. (fincher@swwtwater.org).

B. Respect Our Waters Mechanisms

a. Respect Our Waters Website:

In 2020, two new education pages were added to the Respect Our Waters website to bolster the educational efforts already in progress covering ice and snow control and illicit discharges. These pages joined topics already covered on the website, including informational pages on watersheds and stormwater, the impacts of pet waste, vehicle fluids, and leaves on stormwater pollution, tips for residential green infrastructure such as rain gardens, rain barrels, and stormwater trees, and managing lawns and gardens to reduce their impact on stormwater pollution. New informational PDFs were also developed for each of these topics and posted on the website for easy downloading.

The public is directed to the educational resources on our website via many of the mechanisms defined below, including via targeted email, televised and streamed public service announcements, social media posts and advertisements, and through the outreach of municipal partners.

b. Contracted Media Campaign

For more information about any of the following education mechanisms, see Attachment II.

i. Televised Public Service Announcements

Four educational public service announcements were broadcast on CW18 & MY24, reaching residential audiences in the Greater Milwaukee Watersheds. These spots (plus public involvement spots) made a total of 721,400 impressions on adults between the ages of 18 & 49 years old. Including other ages, the spots made 1,426,500 household impressions. The topics of the educational PSAs included:

- Illicit Discharges
- Watershed Education
- Proper Use of Lawn Chemicals
- Rain Barrels

ii. Streamed Public Service Announcements

Four educational public service announcements were shared via streaming services with zip codes included in the Greater Milwaukee Watersheds, making a total of 97,047 impressions across all zip codes. The audience of these PSAs were homeowners over the age of 18 and covered the following topics:

- Illicit Discharges
- Watershed Education
- Proper Use of Lawn Chemicals
- Rain Barrels

iii. Targeted Emails

A targeted email was sent to 25,000 inboxes within zip codes included in the Menomonee Group Permit area on October 26, 2020. A total of 4,628 of these emails were opened. Topics included in this email, appropriate for all residential email recipients, were as follows:

- Education about the Menomonee River watershed
- What to do if you spot illicit dumping or discharges in your community
- Invitation to participate in the Respect Our Waters Photo Contest
- The benefits of rain gardens and rain barrels

iv. Social Media Advertisements

Targeted Facebook advertisements were used to educate the public. In total, these advertisements made 356,440 impressions across the Greater Milwaukee Watersheds and were shared to educate audiences about watershed science and raise awareness about the Respect Our Waters educational activity (see section C.a of this attachment).

c. Social Media Posts

In addition to the Facebook advertisements, additional social media posts were made on the Respect Our Waters Facebook page. The Respect Our Waters page had 1,025 likes by the end of 2020. Topics of posts included the photo contest, watershed science, and ice and snow control.

C. Educational Activities

a. Photo Contest

Due to public health concerns, in-person education events were impossible in 2020. In an attempt to actively engage with the public with education on stormwater pollution

prevention, Respect Our Waters held a photo contest to encourage residents to submit photos of themselves respecting water in their favorite way.

Residents of southeastern Wisconsin were directed to the page via targeted social media advertisement and targeted email; between these two mechanisms, the photo contest made more than 90,000 impressions across the Greater Milwaukee Watersheds (see Attachment II for more information). The page was visited by at least 576 individuals in southeastern Wisconsin, although it ultimately did not generate as much engagement as desired with few photo submissions being received. We believe that in person events are more successful than virtual mechanisms for actively engaging residents. However, if it continues to be necessary to do virtual active education in 2021, we will identify new approaches for successful photo contests and other active education strategies.

Attach II

SWEET WATER 2020

EMAIL MARKETING



water



compulse

October 2020 Email Deployment

CAMPAIGN REPORT

Campaign Summary			
Name: 30168 Sweet Water			
From/Brand:	Sweet Water		
Headline:	Little Actions, BIG Results: Taking care of your community and your water!		
Broadcast Date:	10/26/2020		
Audience:	25,000	ID:	1339476
Views:	4,628	Clicks:	729
View %:	18.51%	Click %:	2.92%

CAMPAIGN STATS

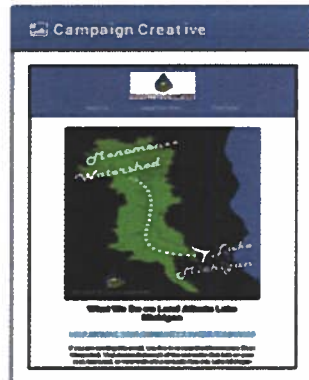
Views | 18.51 % Total Views 4,628

Clicks | 2.92 % Total Clicks 729

CTVR | 15.75 %

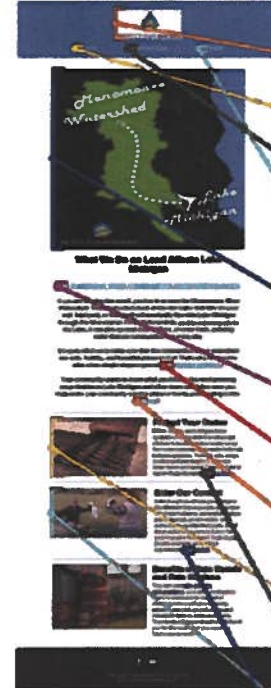
Highlights:

- 18.51% Open
- 2.92% CTR



Clicks by Device	
Desktop	61.87% 451
Mobile	38.13% 278

LINK SUMMARY



Index	Link URL	Clicks	%
1	https://www.sweetwater.org/?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater	42	5.76%
2	https://www.sweetwater.org/our-campaign-event?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	20	2.74%
3	https://www.sweetwater.org/our-campaign-event?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	19	2.61%
4	https://www.sweetwater.org/our-campaign-event?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	19	2.61%
5	https://www.google.com/forms/d/1FAIpQLS-pQhUzGyGjwJ0hV1h3Qz2Vg0JmzyKLSjtdg/view?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	346	47.53%
6	https://www.google.com/forms/d/1FAIpQLS-pQhUzGyGjwJ0hV1h3Qz2Vg0JmzyKLSjtdg/view?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	23	3.16%
7	https://www.sweetwater.org/what-is-sweetwater-pollution-our-Content?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	15	2.08%
8	https://www.google.com/forms/d/1FAIpQLS-pQhUzGyGjwJ0hV1h3Qz2Vg0JmzyKLSjtdg/view?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	14	1.92%
9	https://www.sweetwater.org/what-is-sweetwater-pollution-our-Content?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	65	8.92%
10	https://www.sweetwater.org/what-is-sweetwater-pollution-our-Content?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	11	1.51%
11	https://www.sweetwater.org/what-is-sweetwater-pollution-our-Content?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	62	7.13%
12	https://www.sweetwater.org/what-is-sweetwater-pollution-our-Content?utm_source=Computers&utm_medium=Email&utm_campaign=SweetWater&utm_content=SweetWater&utm_content=SweetWater	12	1.63%
		729	

SWEET WATER 2020

**COMPULSE OTT RECAP
& TV RECAP**

COMPULSE OTT



RESPECT OUR WATERS



SUCCESSES

- 152,540 impressions (300+ impression over delivery)
- 97.8% Video Completion Rate (VCR)
- 1,200+ hours watched
- 99%+ CTV Device Type
- Impression delivery throughout all dayparts



COMPULSE OTT



RESPECT OUR WATERS

Top Premium Publishers	
 bing	\$2,440 (\$1.23K)
 ESPN	
 CNN	
 AMC	
 BBC	
 ABC	
 EBC	
 philo	\$3,013 (\$1.42K)
 FUTOE	\$4,006 (\$1.97K)
 Discovery	\$3,429 (\$1.62K)
 A+E	\$0,340 (\$1.62K)
 KUMO	\$,443 (\$1.23K)
	
	
	
	
	
	
	
	
	\$,612 (\$1.47K)
	\$,534 (\$1.66K)
	\$,808 (\$1.23K)
	\$39 (\$1.23K)
	\$18 (\$1.33K)
	78 (\$1.23K)
	71 (\$1.23K)
	69 (\$1.23K)
	31 (\$1.23K)
	30 (\$1.23K)
	28 (\$1.23K)
	6 (\$1.23K)
	4 (\$1.23K)
	3 (\$1.23K)
	1 (\$1.23K)
	1 (\$1.23K)
	1 (\$1.23K)
Other	\$7,850 (\$4.82K)

Creatives

Creative Details	Impressions	Video Completion Rate
 No Dumping Paint ID: 2092794 Advertiser: Sweet Water	39,320	97.6%
 Doug 3D ID: 2092795 Advertiser: Sweet Water	39,317	97.5%
 SWWT Watershed 0920_Scott ID: 2092793 Advertiser: Sweet Water	25,951	98.2%
 Sparkles Lawn Chemicals 3D ID: 2095941 Advertiser: Sweet Water	16,099	98.1%
 AYD Empty Nesters ID: 2095940 Advertiser: Sweet Water	16,086	97.95%
 Roll Out The Rain Barrels 3D 1 ID: 2095944 Advertiser: Sweet Water	15,677	97.95%

Creatives per page: 20✓

Showing 1-6 of 6 results

Statistics for Sweet Water Television Campaign

Campaign Ran September 25-December 31, 2020

347 Commercials – Six Different PSAs

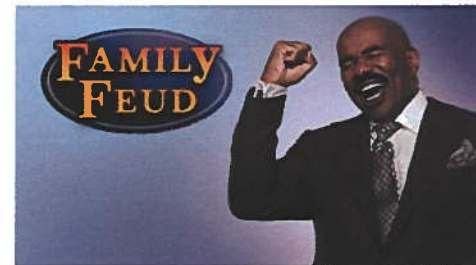
- No Dumping Paint
- Millennial – Adopt Your Drain
- What is a Watershed?
- Lawn Chemicals
- Gen X/Baby Boomer – Adopt Your Drain
- Rain Barrels

721,400 Impressions Adults 18-49

1,426,500 Household Impressions

Thursday Night Lights Adopt Your Drain Interviews – TV Broadcast

- 31,000 Household Impressions (Estimated)
- Dates: October 9, 16, 23, & 28



compulse | Sinclair**Digital**
INTEGRATED MARKETING

sweet water
SOUTHEASTERN WISCONSIN WATERSHEDS TRUST, INC.

THE CW 18 my 24
MILWAUKEE

SWEET WATER 2020
SOCIAL MEDIA RECAP

SOCIAL MEDIA



RESPECT OUR WATERS

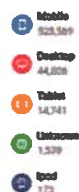
589,828
Imps

1,812
Clicks

0.31%
CTR

25,557
Convs

4.33%
Conv rate



Click-Through Rate By Device

Device	CTR	Imps	CPC
Mobile	0.32%	525,569	\$1.71
Desktop	0.13%	44,808	\$3.88
Tablet	0.39%	14,741	\$1.81
Unknown	0.29%	1,539	\$1.68
iPod	1.56%	173	\$3.43

SUCCESSES

- ❑ 589,000+ impressions
- ❑ 1,800+ clicks
- ❑ 4%+ Conversion Rate

Creative

Creative	Imps	CTR	CPC
SWWT-Watershed-0920-30 OTT.mp4 ID: 23846032198130733CampaignId23846032172150733	277,747	0.3%	
Social Media - Survey.jpg ID: 23846032206570733CampaignId23846032172150733	219,566	0.32%	
Photo Contest - Image.png ID: 23846032172230733CampaignId23846032172150733	78,693	0.29%	
Sweet Water Social - AYD Image.jpg ID: 22846181663080733CampaignId23846032172150733	13,822	0.32%	

Search

Previous Next 1-4 of 4



Attachment III: Public Involvement and Participation Summary 2020

A. Summary:

The following document was prepared for the Village of Germantown to include in their 2020 annual MS4 eReport. It includes a summary of activities conducted to engage in effective public involvement as mandated by Wisconsin's administrative code - NR216. If you have any questions or would like more information, please contact Jake Fincher, Executive Director of Southeastern Wisconsin Watersheds Trust, Inc. (fincher@swwtwater.org).

For more information about the mechanisms used to share these projects and activities, please see Attachment II.

B. Permit Activities - Public Education Survey

In the summer of 2020, Sweet Water developed a survey to help municipalities evaluate the storm water education needs of their individual community. By participating in the survey, residents of the Village of Germantown were given the opportunity to participate in the development of the permittee's stormwater management program, as the results of the survey are meant to guide the messages, strategies, and priorities of the Village of Germantown's public education program.

The survey was administered to residents of the municipality in a variety of ways, listed below. In total, one resident responded to the survey between August 7, 2020 and December 31, 2020. Despite a low participation rate, this was still a crucial first step to identifying the priorities of the public education program, and future efforts can be built on this first attempt.

a. Targeted Email

An email was sent to 25,000 inboxes within zip codes included in the Menomonee watershed. In addition to the education topics listed in Attachment I, the email included a link to the digital survey.

b. Social Media Advertisement

A Facebook advertisement that redirected viewers to the digital survey made 219,566 impressions within the Greater Milwaukee Watersheds.

c. Social Media Post

A link to the survey was posted on the Respect Our Waters facebook account on August 7, 2020.

d. Respect Our Waters Website

A link to the survey was included on the Respect Our Waters Website beginning on August 7, 2020.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: EMC Sign

SUBMITTED BY: Lawrence W Ratayczak, PE, Director of Public Works

SUMMARY EXPLANATION:

Bids for the EMC (Electronic Message Center) Sign were received by the Village on April 15, 2021 at 3:00 p.m. The Village received two (2) bids. The bids are itemized below:

	<u>BID</u>
• Lemberg Electric;	\$53,080.00
• Creative Sign Company;	\$61,730.00

The bids included electrical work but did not include masonry work, which will be performed by a second contractor to be hired by the Village. The engineer estimate for the sign was \$65,000.00.

Color selection of the masonry and colored metal components will be by the Building Oversight Construction Committee.

As a footnote the sign design was selected by surveying the employees of the Village Hall and the Community Library and the top four (4) voted options were presented to the Village Board with the Final selection made by survey of the Village Board.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER ___XX

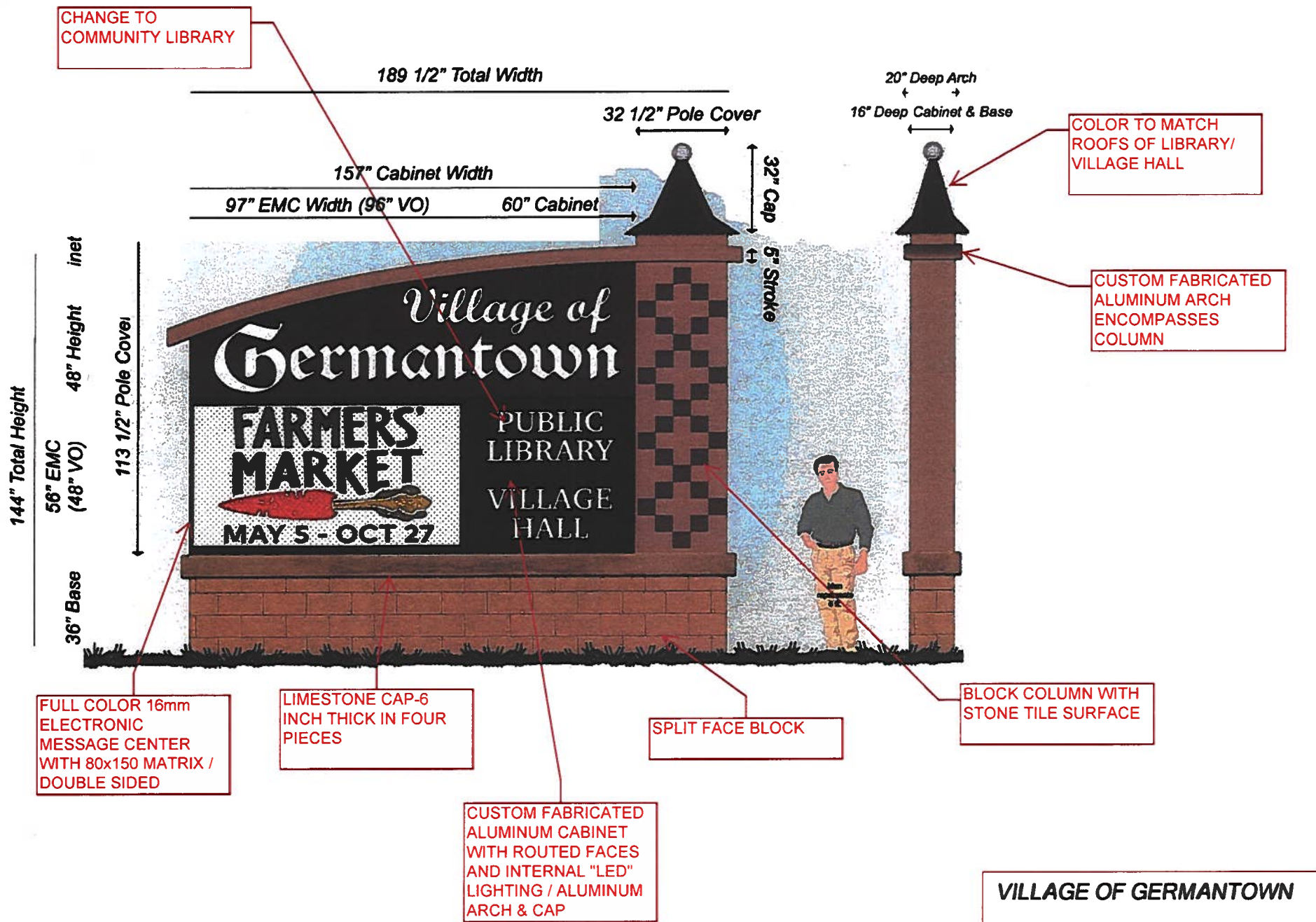
- Drawing of Sign
- Artist rendering of sign in place.

RECOMMENDATION:

Staff has reviewed the bids and recommends the contract be awarded to Lemberg Electric in the amount of \$53,080.00 and forward with a positive recommendation to the Village Board.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT
 March 12, 2021

NOTE: Sign shown in this photo rendering is approximate, and may be different than actual installation.



Existing Sign removed) ►

▲
New Sign Location

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: May 5, 2021

AGENDA ITEM: New Business

ITEM TITLE: Railroad Crossing Determination by PSC and the Office of the Commissioner of Railroads (discussion)

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Staff has received the FINAL DECISION from the State of Wisconsin- Office of the Commissioner of Railroads regarding the adequacy of Warning Devices and the Alteration of the Public Crossing of the Wisconsin & Southern Railroad, LLC tracks with Freistadt Road (east of Maple Rd).

Background: in 2014 the Village Engineering staff, in response to the number of automobile accidents occurring at the interaction of Freistadt Rd & Maple Rd received approval from the PWHC to conduct a traffic study related to determining the possible cause of the number of accidents and what modifications would be possible to take measures to reduce the rate of accidents. Graef conducted the Study and presented alternatives to the PWHC. The two suggestions were 1) traffic lights and 2) roundabout, neither were acceptable to the Village. A third alternative was presented which included restriping the pavement to create 2-6" bike lanes; 2-12' travel lanes and a 14' wide TWLTL (two-way-left-turn lane) down the center. This would create one travel lane in each direction and allow turning lanes in the TWLTL area. The work was completed in 2015.

According to the Commission of Railroads this action by the Village was not approved by the Railroad Commission and since has caused an investigation of the modifications to the utilization of the road width. The Railroad crossing arms cannot cover this type of angled crossing without trapping a vehicle on the crossing between the gates.

The ISSUE: by making the lane modifications and adding the TWLTL the Railroad crossing arms cannot cover this type of angled crossing without trapping a vehicle on the crossing between the gates.

ORDERS by Commission: 1) Germantown shall paint yellow diagonal crosshatch markings on both sides of the Freistadt Rd crossing to close the TWLTL through the crossing by May 1, 2021. **This is being completed by Village Street Crews.** 2) Village, in consultation with the WSOR, shall file a petition for alteration of the Freistadt Rd crossing by May 15, 2021. Village

Attorney is working on this item.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

- Final Decision
- Cross Hatch Drawing

RECOMMENDATION:

Discussion topic

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

OFFICE OF THE COMMISSIONER OF RAILROADS**STATE OF WISCONSIN**

On the Commissioner's Own Motion for a Determination of the
Adequacy of Warning Devices and the Alteration of the Public Crossing
of the Wisconsin & Southern Railroad, LLC Tracks with Freistadt Road
in the Village of Germantown, Washington County

9170-RX-393

FINAL DECISION

On November 10, 2020, the Office of the Commissioner of Railroads (Office) opened an investigation into the unauthorized alteration of the public crossing of the Wisconsin & Southern Railroad, LLC (WSOR) tracks with Freistadt Road in the village of Germantown (Crossing No. 386990J / MP 106.94).¹

An Office investigator inspected the crossing on May 30, 2018.² The inspector observed three traffic lanes, one lane in each direction and a two-way-left-turn lane (TWLTL) through the crossing.^{3, 4} Photos of the crossing from 2015 confirm a four-lane, undivided roadway.⁵ The village did not seek authorization for the alteration from the Office as required by Wis. Stat. §§ 195.28 and 195.29.

TWLTLs cannot properly be gated at a railroad crossing because if gate arms are installed to cover the entire TWLTL, a vehicle could be trapped on the crossing between the

¹ [PSC REF#: 399750.](#)

² [PSC REF#: 399594.](#)

³ The current Wisconsin Department of Transportation FACILITIES DEVELOPMENT MANUAL, § 11-25-5.4.2 provides:
Railroad Crossings: Do not extend a TWLTL across a highway/railroad grade crossing. Terminate the TWLTL 150 ft. to 200 ft. in advance of the crossing and provide a raised-curb median adjacent to the railroad. Coordinate with the Region railroad coordinator.

⁴ The American Railway Engineering and Maintenance-of-Way Association (AREMA) MANUAL OF RAILWAY ENGINEERING (2013), Ch. 5, Part 8.2.1.2, provides:
.... Bi-directional center turn lanes should be eliminated in the immediate vicinity of any highway/railway at-grade crossing by installing a raised median instead, designating for use in one direction only, or striping out entirely....

⁵ [PSC REF#: 399595.](#)

gates. On the other hand, if the gates do not cover the TWLTL, it is left unprotected. The village's alteration of the crossing presents both problems at once because the current gate arms, when down, cover only part of the TWLTL. Because the crossing received new cantilever-mounted light and gated assemblies in 2012, the current gates come down at the TWLTL mid-point.⁶ Such safety concerns are why Office review and approval of alterations at railroad crossings are required by statute.

The significant 21-degree, right-hand forward skew of the crossing means that the signals are about 75 feet apart. This, coupled with the 12-foot space between the opposing lanes and no raised median creates opportunity for drivers to go down the middle of the road and through the down gates with little swerving. A raised median on either side of the crossing assists the warning devices to properly protect the traveling public. Raised medians provide a visual and physical barrier to deter motorists from circumventing the gate arms and have shown a significant reduction in the number of vehicle violations at crossing gates.

Despite the dangers of crossing in front of oncoming trains, drivers continue to risk lives and property by driving around down gate arms. Deterring such risky driver behavior protects the safety of the traveling public and the security and integrity of critical rail-highway at-grade junctures.

The Commissioner finds that it is reasonable for the village to file a petition for alteration consistent with Wis. Stat. §§ 195.28 and 195.29.

⁶ See *Order in Petition of the Village of Germantown for a Determination of the Adequacy of Warning Devices at the Grade Crossings of the Wisconsin & Southern Railroad Co. Tracks with Nine Roads in the Village of Germantown, Washington County*, docket 9170-RX-233 (Wis. O.C.R., Mar. 15, 2011) ([PSC REF#: 148889](#)).

Order

1. The **village of Germantown** shall paint yellow diagonal crosshatch markings on both sides of the Freistadt Road crossing to close the TWLTL through the crossing by **May 1, 2021**.

2. The **village of Germantown**, in consultation with the WSOR, shall file a petition for alteration of the Freistadt Road crossing by **May 14, 2021**, and include, as a minimum, remediating the safety issues raised in this Order.

3. The WSOR bears costs assessed to it pursuant to Wis. Stat. § 195.60 for the investigation of this matter by the Office and shall not pass on those assessment costs directly or indirectly.

4. This Order is effective upon service.

5. Jurisdiction is retained.



Yash P. Wadhwa, P.E.
Commissioner of Railroads

DA/ss:DL:01792998

See attached Notice of Rights

OFFICE OF THE COMMISSIONER OF RAILROADS
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE TIMES
ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE PARTY TO BE
NAMED AS RESPONDENT**

The following notice is served on you as part of the Commissioner's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

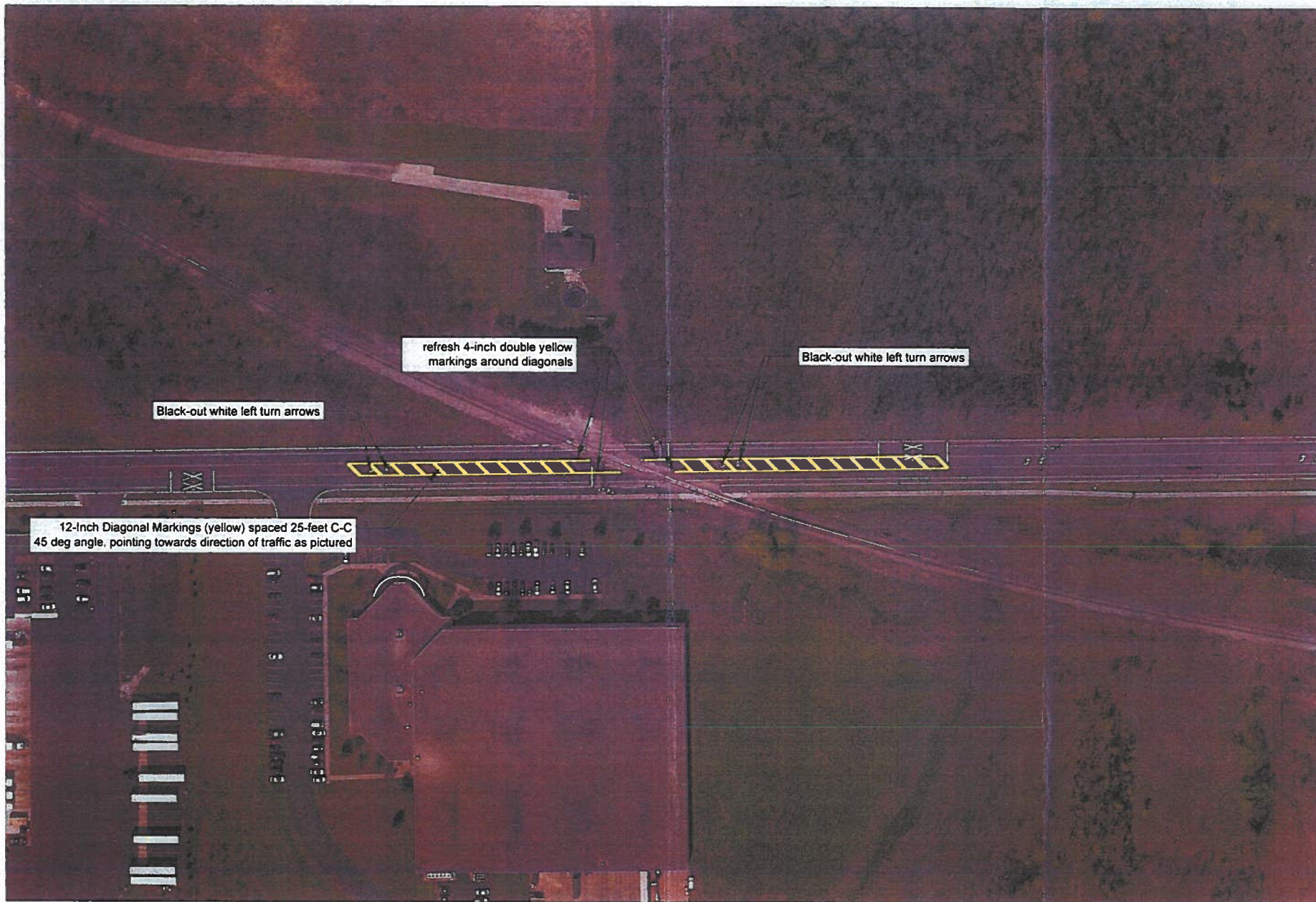
PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.⁷ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

⁷ See *Currier v. Wisconsin Dept. of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.



refresh 4-inch double yellow markings around diagonals

Black-out white left turn arrows

Black-out white left turn arrows

12-Inch Diagonal Markings (yellow) spaced 25-feet C-C 45 deg angle, pointing towards direction of traffic as pictured

STATUS OF PROJECTS

May 5, 2021

- 1) NE Interceptor (sanitary sewer) Minger (contractor) has completed all work except for an access road to manholes on the westside of the railroad tracks, areas of lawn restoration and a few punch list items.
- 2) Auxiliary Fire Pump & Booster station pump; PSC has approved the Booster Station/Pressure Reducing Station. The building and components will be rebid spring of 2021. Revised building design to Plan Commission on February 8, 2021. NO CHANGE
- 3) Design of Holy Hill Road (from the east ramps of I41 to approximately 200 feet east of Goldendale Rd): Estimated project schedule is design in 2021 and construction in 2022. The engineering firm performing the design is raSmith. Village has received WisDOT Funding through their MLS (recently changed to the LRIP) grant program for \$1,000,000.00. Survey and soil testing have begun.
- 4) New Well #12 in TID #8 (SE corner of Gateway Crossing & Rockfield Road). WIDNR and PSC have approved the New Well #12. Well to be drilled by Municipal Well and Pump. Contracts to be executed and pre-construction meeting to be scheduled. No scheduled start date at this time.
- 5) Elevated Water Tank in TID #8; Tank will have 500,000-gal capacity. PSC & WIDNR have approved Tower #4. Tower was awarded to Maguire Iron, Inc with a base bid of \$1.808 Mil. Tower estimate in service by mid-2022. Staff is working on design of logo and color scheme. Construction has started with the Foundation and piping complete. Steel erection scheduled to start August 2021.



- 6) PP/II project – Graef engineers have met with MMSD staff to determine the status of the PP/II MMSD funded program. Graef is working on restarting the Village program. Village has retained funding. NO CHANGE
- 7) 2021 Road Program; Village opened bids on April 8, 2021 and the Public Works Committee & Village Board approved on April 13, 2021 and April 19, 2021 respectfully. Low bidder is Payne & Dolan, Inc. Roads in the 2021 Bid are:
- Elm Ln (reconstruction Wasaukee Rd to west termini)
 - Carriage Ave (mill & Pave)
 - Creek Terrace (mill & pave)
 - Creek Terrace Ct. (mill & pave)
 - Crestwood Ln (mill & pave)
 - Russet Ct (pulverize & pave)
 - Lovers Ln (Knollwood Dr to Wasaukee Rd (pulverize & pave)
 - Knollwood Dr (pulverize & pave)
 - Westwood Rd (Wasaukee Rd to Termini // pulverize & pave)
 - Concord (surface course only)
 - Lovers Ln (Maple to STH 145)
 - Main St Squire to Gehl RR spur) includes 2" mill and 2" surface course replacement.
- 8) Development of site plans for future DPW facility has begun. Review of existing buildings and future needs is complete. Evaluation of potential use/acquiring of adjacent land in progress. Staff is working with Graef to determine required specific building areas to support current and future DPW needs. Target December 2021 for completed building and site construction plans and Construction in 2022.
- 9) The Village of Germantown and Washington County have completed the Jurisdictional Transfer of CTH-Y (Goldendale Rd) to the Village of Germantown. The Transfer included the reconstruction of the intersection of Freistadt Rd & Goldendale Rd. The reconstruction will allow improved turning movement of trucks through the intersection. Vinton Construction was awarded the project by Washington County. Construction has started. Construction is anticipated to have pavement completed by May 7, 2021. Village is responsible for \$100,000.00 of total cost.

- 10) EMC (Electronic Message Center) sign to replace the existing signs located between the Village Hall and the Library will be a double-sided sign that will produce multicolor images. Engineering has received bids and is taking the low bid from Lemberg Electric to the May PWHC with recommendation to award.
- 11) Freistadt & Maple Rd Intersection project. the Village of Germantown received a HSIP Grant from the WisDOT funding 90% of the cost to reconstruct the intersection of Freistadt RD & Maple Rd. The design portion is complete. Construction would be in 2021. Project to be bid on May 11, 2021 as part of the WisDOT May Letting.
- 12) Wendy Lane & Division Rd Water Main; The Wendy Ln and Division Rd has been completed and the new system is on-line. Pavement has begun and will be completed week of May 3, 2021. Lawn restoration will follow.
- 13) CIPP (Cured In Place Pipe) Project; The project was rebid on February 1, 2021 with Visu-Sewer being awarded the project in the amount of \$2,611,161.00, project includes the remaining unlined 48-inch diameter RCP pipe. Basically, the project limits are from just south of Donges Bay & STH 145 to 124th & County Line Rd. This is the Main Interceptor sewer that transport the Villages wastewater to MMSD.